

## EMERGENCY EQUIPMENT RENTAL AGREEMENT

<b>1. ORDERING OFFICE (name and address)</b>  <b>MT DNRC</b> <b>PO Box 201601</b> <b>Helena MT 59620-1601</b>		<b>AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT</b>  <b>2. AGREEMENT NUMBER:</b> <b>MT DNRC: DNR 080909</b> <b>USFS: AG-0343-C-08-3029</b> <b>BLM: ESE080709</b>				
		<b>3. EFFECTIVE DATES</b> a. 7/1/08		b. 6/30/09		
<b>4. CONTRACTOR a. name and address</b> <b>Libby Auto Sales</b> <b>PO Box 725</b> <b>Libby MT 59923</b>		<b>5. POINT OF HIRE (location when hired)</b>  <b>Libby MT</b>				
<b>b. SS/Tax ID#:</b> <b>UNS #</b>		<b>6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY</b> _____ CONTRACTOR <u>  X  </u> GOVERNMENT				
<b>c. telephone number (day)</b> <b>406-293-7717, cell 406-293-1891</b>	<b>d. telephone number (night)</b> <b>406-293-7162</b>	<b>7. OPERATOR FURNISHED BY</b>  _____ CONTRACTOR <u>  X  </u> GOVERNMENT				
<b>8. TYPE OF CONTRACTOR (X appropriate boxes)</b> <div style="display: flex; justify-content: space-between; font-size: small;"> <span>SMALL BUSINESS</span> <span>LARGE BUSINESS</span> <span>SMALL DISADVANTAGED OWNED</span> <span>WOMEN OWNED</span> <span>LABOR SURPLUS AREA</span> <span>LOCAL GOVT.</span> </div>						
9. ITEM DESCRIPTION		10. RATES		11. Mileage		12. Notes
		a. rate	b. unit	a. rate	b. unit	
Sedans, Mid or Larger, Class A1	0	\$47.00	Day	\$0.16	Mile	
Vans, Class A2 Mini or 1/2 Ton mini, 7 passenger	0	\$65.00	Day	\$0.20	Mile	
Vans, Class A2 1/2 Ton, 8 passenger	0	\$70.00	Day	\$0.25	Mile	
Vans, Class A2 3/4 Ton, 12 passenger	0	\$75.00	Day	\$0.30	Mile	
Pickup 1/2 ton 4X2 Class TR1 Quad Cab	0	\$60.00	Day	\$0.20	Mile	
Pickup 1/2 ton 4X2 Class TR1 Extended Cab	0	\$60.00	Day	\$0.20	Mile	
Pickup 3/4 ton 4X2 Class TR1 Quad Cab	0	\$75.00	Day	\$0.25	Mile	
Pickup 3/4 ton 4X2 Class TR1 Extended Cab	0	\$75.00	Day	\$0.25	Mile	
Pickup 1/2 ton 4X4 Class TR2 Quad Cab	0	\$60.00	Day	\$0.20	Mile	
Pickup 1/2 ton 4X4 Class TR2 Extended Cab	0	\$60.00	Day	\$0.20	Mile	
Pickup 3/4 ton 4X4 Class TR2 Quad Cab	0	\$75.00	Day	\$0.25	Mile	

Pickup ¾ ton 4X4 Class TR2 Extended	0	\$75.00	Day	\$0.25	Mile	
Pickup 1 ton 4X4 Class TR2	0	\$85.00	Day	\$0.30	Mile	
Pickup ½ ton 4X4 Class TR2 Quad Cab 10 ply tires	0	\$65.00	Day	\$0.20	Mile	
Pickup ½ ton 4X4 Class TR2 Extended Cab 10 ply tires	0	\$65.00	Day	\$0.20	Mile	
Pickup ¾ ton 4X4 Class TR2 Quad Cab 10 ply tires	0	\$80.00	Day	\$0.25	Mile	
Pickup ¾ ton 4X4 Class TR2 Extended 10 ply tires	0	\$80.00	Day	\$0.25	Mile	
Pickup 1 ton 4X4 Class TR2 10 ply tires	0	\$90.00	Day	\$0.30	Mile	
Utility 1/2 Ton Suburb/Dur/Exped TR3 5 passenger	0	\$70.00	Day	\$0.25	Mile	
Utility ¾ ton plus Suburb/Dur/Exped TR3 7 passenger	0	\$75.00	Day	\$0.30	Mile	
Utility 1/2 Ton Suburb/Dur/Exped TR3 5 passenger 10 ply tires	0	\$75.00	Day	\$0.25	Mile	
Utility ¾ ton plus Suburb/Dur/Exped TR3 7 passenger 10 ply tires	0	\$80.00	Day	\$0.30	Mile	

### 13. SPECIAL PROVISIONS

a) General Clauses to the EERA OF294 (2006 updated version) are attached hereto and incorporated herein by reference.

b) The government will track use of vehicle by recording the beginning and ending mileage, date and time for each order (Emergency Equipment Use Invoice, OF-286 shall be used).

c) All use invoices and payment vouchers must reflect the unit number (Contractor's Inventory Number) of the vehicle.


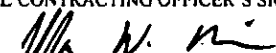

Only Full Days will be paid – no pro rating of the daily rate

d) All Vehicles will be provided cleaned on the interior and washed on the exterior, along with a full tank of gas and the windshield washer fluid reservoir full. The government will return the vehicles in the same condition – cleaned on the interior and washed on the exterior, along with a full tank of gas and the windshield washer fluid reservoir full. If the vehicle is not returned cleaned on the interior and washed on the exterior and the windshield washer fluid reservoir full, a \$50.00/cleaning charge may be billed to the ordering agency. If the fuel tank is not filled, contractor may invoice the ordering agency at commercial rental car rate for fuel.

e) All terms, conditions and specifications contained in IFB 080900 CSW are attached hereto and incorporated herein by reference.

f) For equipment furnished under this EERA without operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.

g) All taxes and use fees are included in the daily rate.

	14. DATE 5/02/08	15. STATE CONTRACTING OFFICER'S SIGNATURE 	16. DATE 5/7/08
17. PRINT NAME AND TITLE William L. Miller pres	18. PRINT NAME AND TITLE Jeff Williams, DNRC Procurement & Contracting Bureau, Chief		
	19. FEDERAL CONTRACTING OFFICER'S SIGNATURE 		20. DATE 5/21/08
	21. PRINT NAME AND TITLE Deborah Wesselius CO		